Public Works (1910) Department.

G.O., No. 2589

DATED 4-8-1910.

One sketch map

3 v cp

The Notes
in this G.O. have been printed.

[Despatch Abstract.]

Rice and Oil Mills near the Chattrapatti anicut on the Suruliar, Madura Dt.

Approving, with remarks, the draft lease, prepared by the Govt. Solicitor, of certain lands in Periyakulam taluk to M.R.Ry S. Sinnappa Servai of Dindigul in connection with the erection of ______

[P. W. 9
1,250—22-7-09.]

Indexed.

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

Government of Madras.

PUBLIC WORKS DEPARTMENT.

IRRIGATION.

Recd.	1910.	*Enclosures*	
Regd.		*Spare copies*	

G.O., No. 258 I., 4th August 1910.

Rice and Oil Mills near the Chattrapatti Anicut on the Suruliyar, Madura District

Approving, with remarks, the draft lease, prepared by the Government Solicitor, of certain lands in Periyakulam taluk, to M.R.Ry. S. Chinnappa Servai of Dindigul in connection with the erection of —.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

Irrigation.

Read—the following papers:—

I

G.O., No. 131 I., dated 20th March 1909.

Abstract.—Sanctioning the assignment on lease of certain lands required by S. Chinnappa Servai of Dindigul in connection with the proposed mills near the Chattrapatti anicut on the Suruliyár, Madura district.

II

Reference from the Board of Revenue (R.S., Sur., L.R. and Agri.), No. 2601, dated 9th November 1909.

The Hon'ble Mr. R. B. Clegg.

Read—the following papers:—

(i)

Letter—from Government, Public Works Department (Irrigation Branch).
Dated—the 20th March 1909.
No.—131-I.

(ii)

Reference—from the Board of Revenue (Revenue Settlement).
Dated—the 7th April 1909.
No.—810.

Communicated to the Collector of Madura.

2. The Collector is requested to submit, for the approval of Government, a draft of the agreement referred to in the Government Order.

(iii)

Letter—from J. G. Burn, Esq., I.C.S., Acting Collector of Madura.
To—the Secretary to the Commissioner of Revenue Settlement, Survey, Land Records and Agriculture.
Dated—the 3rd September 1909.
No.—523.

(iv)

Letter—from A. Butterworth, Esq., I.C.S., Acting Collector of Madura.
To—the Secretary to the Commissioner of Revenue Settlement, Survey, Land Records and Agriculture.
Dated—the 28th October 1909.
No.—523.

(v)

Letter—from A. BUTTERWORTH, Esq., I.C.S., Acting Collector of Madura.
To—the Secretary to the Commissioner of Revenue Settlement, Survey, Land Records and Agriculture.
Dated—30th October 1909.
No.—660.

With reference to Board's Reference No. 810, dated 7th April 1909, I have the honour to submit herewith the draft agreement prepared in consultation with the Executive Engineer for the lease of certain lands required by S. Chinnappa Servai of Dindigul in connection with the erection of rice and oil mills near the Chattrapatti anicut on the Suruliyár. The conditions of the agreement have been accepted by the petitioner, except No. 4, in respect of which he wants a year and-a-half for the construction of the mills. The Divisional Officer recommends that his request may be granted. I therefore request that the draft agreement may be submitted to Government with the recommendation that the period of one year entered in condition No. 4 may be altered into one year and-a-half.

ENCLOSURE.

Draft agreement for the erection of rice and oil mills near Chattrapatti anicut in Suruliyár river.

AGREEMENT made the day of 1909 BETWEEN S. CHINNAPPA SERVAI of Dindigul (hereinafter called " The lessee " which term shall be taken to mean and include in these presents where the context admits not only the said Chinnappa Servai but also his heirs, executors, administrators, legal representatives and assigns) of the one part and the Right Honourable the Secretary of State for India in Council (hereinafter called " The Secretary of State " which term shall be taken to mean and include in these presents where the context admits not only the said Secretary of State for India in Council, but also his successors and assigns) of the other part.

WHEREAS the lessee has applied to the Collector of the District of Madura (hereinafter called the Collector) for permission to erect rice and oil mills near the Chattrapatti (otherwise known as the Muthuthevanpatti) anicut on the Suruliyár in S. No. 666 measuring 1·50 acres and to excavate channels from the river for generating and supplying electric power to the said mills, in 25 cents of land in each of the S. Nos. 667 and 671.

AND WHEREAS the Collector acting for and on behalf of the Secretary of State, has agreed to assign on lease for a period of 20 years the said extent of lands and to allow the lessee to commence the operations for erection of the mills and excavation of channels on the said lands on the lessee entering into such an agreement as is hereinafter contained.

NOW THESE PRESENTS WITNESS and the lessee doth hereby agree with the Secretary of State in the following, that is to say,—

(1) The lessee shall be at liberty at all times during the period of twenty years from the date of these presents to carry on the said operations in the said lands in a proper and workmanlike manner and shall at all times be answerable and accountable to the Secretary of State for all acts and defaults by any of his nominees, servants or agents in carrying on such operations.

(2) The lessee shall pay an annual rent of Rs. 2, *i.e.*, one rupee an acre.

(3) The lessee shall in addition pay all existing and future taxes, rates, cesses and similar charges payable, whether by a landlord or by a tenant.

(4) The lessee shall erect the mill and other structure within one year from the date of this agreement and shall maintain the same in working order.

(5) The land and the buildings shall not be used for any purpose other than that for which the land is leased and the buildings are constructed.

(6) The lessee shall permit the officers of Government to enter upon and examine the premises at all reasonable times.

(7) The lessee shall not assign, underlet or part with the possession of the land or any part of it without the consent of Government.

(8) If the rent or any part thereof shall be in arrear for thirty days and whenever there shall be a breach of any of the terms of the lease, the lease shall terminate, and Government shall be at liberty to re-enter upon the land, and in case of such re-entry by Government the land shall be restored to its present state at the cost of the lessee, failing which Government shall be at liberty to remove the fixtures and dispose of the materials thereof according to their pleasure.

(9) Should Government, at any time, require the premises or any part thereof for any public purpose, they shall be surrendered by the lessee on three months' notice, and in such event the compensation payable on account of such requisition to surrender shall not exceed the initial cost or the value at the time of the acquisition, whichever shall be less, of any buildings erected or other works executed by the lessee on the land.

(10) During the lease period of 20 years, the lessee shall be permitted to take off from above the Muthuthevanpatti anicut on the Suruliyár river as much water as he may require subject to sufficient supply being left for the irrigation of lands depending upon the anicut on the following terms :—

(*a*) For five years from the date of this lease no charge shall be made for the use of water.

(*b*) From and after the fifth year a charge shall be made at the rate of Rs. 5 per nominal horse power *per annum* based on the horse power specified by the manufacturers of the turbines or water wheels as being their ordinary capacity.

(*c*) This charge shall be subject to a minimum of Rs. 100 *per annum* and shall be payable at a Government Treasury in two instalments on the 1st April and 1st of October of each year or such other dates as the Collector may determine.

(*d*) All water shall be returned into the Suruliyár river immediately below the mills unpolluted and without the addition of any chemicals or other substance that would affect its use for agricultural or drinking purposes and in the event of the water becoming so fouled, the lessee shall cease from using the water until the defilement is remedied.

(*e*) Water shall be used only for generating power and for no other purpose.

(*f*) The lessee shall not put up any kuramboo or other obstruction to divert water to his channel without previously obtaining the permission of the Public Works Department. All obstructions so erected shall be removed before Periyár water is allowed into the river and to the satisfaction of the Public Works Department.

(11) The Government do not guarantee a continuous supply of water to the mill and the supply will ordinarily be stopped during the period for which Periyár water is not let into the stream.

(12) The Government shall further be at liberty to stop or diminish the supply whenever this is, in their opinion required in the interests of irrigation or for the execution of repairs to the Periyár lake and connected channels or for other causes and the lessee shall not be entitled to any compensation for such stoppage or diminution but ordinarily a week's notice shall be given of the intention to so stop or diminish.

(13) Government reserve to themselves the right to stop the supply of water at any time should the water be not taken up by the lessee for two years consecutively.

(14) All plans of plant and buildings shall be approved by the Superintending Engineer of the VI Circle, Public Works Department.

IN WITNESS whereof the lessee has hereunto set his hand the day and year first above written.

Reference—No. 2601, *dated* 9*th November* 1909.

The draft agreement, received with the letter from the Collector of Madura read above, will be submitted for the approval of Government subject to the amendment that the period of one year entered in condition No. 4 of the draft may be altered into " one year and-a-half ".

L. D. SWAMIKANNU,
Secretary.

To the Secretary to Government, Public Works Department (Irrigation).

III

Memorandum R.O.C. No. 2711, dated 17th November 1909.

The accompanying communication from the Board of Revenue is forwarded to the Government Solicitor for favour of scrutiny of the draft lease and for such remarks as he may have to offer.

H. E. CLERK,
Chief Engineer for Irrigation.

To the Government Solicitor.

IV

Letter—from W. O. David, Esq., Government Solicitor, Madras.
To—the Chief Engineer for Irrigation.
Dated—the 23rd November 1909.
No.—1123.

I have the honour to return herewith the current file relating to draft lease to Chinnappa Servai which accompanied Memorandum R.O.C. No. 2711, dated the 17th instant.

2. The draft agreement as drawn amounts only to a license to the lessee to carry on the operations of erecting rice and oil mills and excavating channels from the river for generating and supplying electric power to the mills during a period of twenty years. It appears however from G.O., No. 131 I., dated the 20th March 1909, that the intention of Government is to grant a lease to Chinnappa Servai of survey No. 666 containing 1 acre and 50 cents for a rice and oil mill and 25 cents of land in each of the survey Nos. 667 and 671 for the purpose of excavating channels for carrying water from the river. The sketch which accompanied the lessee's petition to the Executive Engineer of the Madura district of the 27th April 1906 does not show the positions of the survey numbers. I would advise that a plan should be prepared to be attached to the lease showing the survey numbers with the position of the anicut and the mill and the position and dimensions of the 25 cents of land in each of the survey Nos. 667 and 671 to be let for the purpose of excavating channels.

3. On being furnished with the plan suggested and on return of the current file I will draft a lease.

V

Memorandum R.O.C. No. 2711, dated 29th November 1909.

With reference to the accompanying correspondence (to be returned) in connection with the assignment on lease of certain lands to M.R.Ry. S. Chinnappa Servai of Dindigul, the Superintending Engineer, VI Circle, is requested to furnish, through the Collector, a map embodying the particulars indicated in the Government Solicitor's letter No. 1123, dated 23rd November 1909.

C. A. Smith,
Chief Engineer for Irrigation.

To the Superintending Engineer, VI Circle.

VI

Reference from the Board of Revenue (R. S., Sur., L.R. and Agri.), No. 283, dated 7th February 1910.

The Hon'ble Mr. A. E. Castlestuart Stuart, c.s.i.

Read—the following papers :—

(i)

Reference—from the Board of Revenue (Revenue Settlement).
Dated—the 9th November 1909.
No.—2601.

(ii)

Letter—from A. Butterworth, Esq., I.C.S., Collector of Madura.
To—the Secretary to the Commissioner of Revenue Settlement, Survey, Land Records and Agriculture.
Dated—the 29th January 1910.
No.—R. Dis. 104-Rev.

In continuation of this office R. Dis. No. 660-Rev., dated 30th October 1909, I have the honour to state that the Executive Engineer reports that the statement in clause 12 of the draft agreement that a week's notice should be given, to the lessee,

of the intention to stop or diminish the supply of water was meant to apply to the annual closure and not to the frequent adjustment or shutting of the head sluice during the irrigation season and that it would be impossible to give a week's notice in such cases as the head sluice has often to be closed on telegraphic communication to the Public Works Department subordinates. I therefore request that the last portion of the clause "but ordinarily stop or diminish" may be omitted. The lessee consents to the alteration proposed by the Executive Engineer.

Reference—No. 283, *dated 7th February* 1910.

Submitted to Government in continuation of Board's Reference No. 2601, dated 9th November 1909.

2. In the circumstances stated by the Collector, the Board supports his proposal that the last portion of clause 12 of the draft agreement "but ordinarily a week's notice shall be given of the intention to so stop or diminish" may be omitted.

L. D. Swamikannu,
Secretary.

To the Secretary to Government, Public Works Department (Irrigation).

VII

Reference from the Board of Revenue (R. S., Sur., L.R. and Agri.), No. 522, dated 8th March 1910.

The Hon'ble Mr. A. E. Castlestuart Stuart, c.s.i.

Read—the following papers :—

(i)

Letter—from A. Butterworth, Esq., I.C.S., Acting Collector of Madura.
To—the Secretary to the Commissioner of Revenue Settlement, Survey, Land Records and Agriculture.
Dated—the 30th October 1909.
No.—R. Dis. 660-Rev.

(ii)

Reference—from the Board of Revenue (Revenue Settlement).
Dated—the 9th November 1909.
No.—2601.

(iii)

Letter—from A. Butterworth, Esq., I.C.S., Collector of Madura.
To—the Secretary to the Commissioner of Revenue Settlement, Survey, Land Records and Agriculture.
Dated—the 29th January 1910.
No.—R. Dis. 104.

(iv)

Reference—from the Board of Revenue (Revenue Settlement).
Dated—the 7th February 1910.
No.—283.

(v)

Letter—from H. E. Clerk, Esq., Superintending Engineer, VI Circle.
To—the Chief Engineer for Irrigation (through the Collector of Madura).
Dated—Trichinopoly, the 12th February 1910.
No.—858.

With reference to your R.O.C. No. 2711, dated 29th November 1909, I have the honour to forward herewith a tracing showing the particulars indicated in the Government Solicitor's letter No. 1123, dated 23rd November 1909, herewith returned together with all its enclosures.

(vi)

Endorsement—by the Collector of Madura.
Dated—the 26th February 1910.
No.—D. Dis. 847-Rev.

Submitted through the Board of Revenue (Revenue Settlement).

2. The period of one year entered in clause 4 of the agreement should be altered to eighteen months as reported in this office R. Dis. No. 660-Rev., dated 30th October 1909, to the Board, and the last portion of clause 12 relating to the grant of a week's notice has to be deleted for the reason given in this office R. Dis. No. 104-Rev., dated 29th January 1910.

Reference—No. 522, *dated* 8*th March* 1910.

Submitted to Government with reference to the correspondence ending with Board's Reference No. 283, dated 7th February 1910.

L. D. SWAMIKANNU,
Secretary.

To the Secretary to Government, Public Works Department (Irrigation),
with a file of enclosures.

VIII

Memorandum R.O.C. No. 2711/09, dated 17th March 1910.

The accompanying correspondence (to be returned) is forwarded to the Government Solicitor, with reference to paragraph 3 of his letter No. 1123, dated 23rd November 1909, for favour of drafting a lease.

2. Attention is drawn to paragraph 2 of the endorsement of the Collector of Madura, D. Dis. No. 847-Rev., dated 26th February 1910, forwarded with the Reference of the Board of Revenue No. 522, dated 8th March 1910.

(By Order.)

J. M. LACEY,
Asst. Chief Engineer for Irrigation.

To the Government Solicitor.

IX

From the Government Solicitor,	dated	23rd March 1910,	No. 318.
Memo. to	,,	,,	1st April	,, R.O.C. No. 2711.
From the	,,	,,	6th ,,	,, No. 480.
Memo. to	,,	,,	11th ,,	,, R.O.C. No. 2711.

X

Letter—from W. O. DAVID, Esq., Government Solicitor, Madras.
To—the Chief Engineer for Irrigation.
Dated—the 21st April 1910.
No.—585.

I have the honour to acknowledge the receipt of your Memorandum R.O.C. No. 2711/09, dated the 11th instant, with its accompanying Government Order.

2. I have drafted the lease with the exception of the provisions as to the rights and obligations of the lessee in the event of the lease being determined for arrears of rent or breach of covenant or by surrender in the event of the demised premises being required for a public purpose.

3. The provisions of clauses 8 and 9 on the subject in the draft agreement sent to me appear to be ambiguous. Clause 8 which deals with the case of determination for default provides for the land on re-entry by Government being restored to its present state at the cost of the lessee failing which Government is to be at liberty to remove the fixtures and dispose of the materials thereof. I request instructions as to whether in such a case the lessee is intended to have the right to remove either the buildings or the machinery or both after the termination of the lease, and if he is to have such a right but elects not to exercise it whether he is to be under an obligation to remove either the buildings or the machinery or both and to fill up the water channels if Government so require. I also request to be informed within what time any such right is to be exercised and obligation discharged.

4. Clause 9 which provides for surrender on three months' notice in the event of the premises being required for a public purpose provides for the lessee being paid compensation not exceeding the initial cost of the value at the time of acquisition whichever should be less, of any buildings erected or other works executed by the lessee on the land. It is not clear whether in such a case the intention is that Government is to take over besides the buildings the mill machinery and pay its purchase price as well as the cost of erecting it or whether the intention is that the lessee is to remove such machinery including the turbine. The expression "other works" used in the clause is indefinite and might be held to include the erection of the machinery or be held to refer to the construction of the channels only. In any case the clause does not provide for compensation for the purchase price of the machinery and turbine. I request instructions as to whether in the event of the demised premises being taken up for a public purpose the intention is that the buildings and channels only are to be taken over by Government on paying the cost of their erection or value at the date of the acquisition leaving the lessee at liberty to remove the machinery and turbines at any time during the three months or whether Government will take over the machinery and turbine as well as the buildings and include in the compensation the purchase price of the machinery and turbine as well as the cost of erecting them.

XI

Memorandum R.O.C. No. 2711/09, dated 3rd May 1910.

With reference to the Government Solicitor's letter No. 585, dated 21st April 1910, the Chief Engineer for Irrigation has the honour to request that the draft lease may be prepared on the assumption that the answer to the enquiry made in paragraph 3 of the letter as regards clause (7) of the draft lease* will be in the affirmative. The limit within which the lessee should be required to discharge his obligations may be fixed at three months.

2. The intention with regard to clause (8) of the draft lease * is that Government will take over the lessee's immoveable things and pay compensation for them, leaving the lessee to shift his moveable things within the time prescribed. The first alternative mentioned in the last sentence of the Government Solicitor's letter correctly expresses the intention.

(By Order.)

J. M. Lacey,
Asst. Chief Engineer for Irrigation.

To the Government Solicitor.

XII

Letter—from W. O. David, Esq., Government Solicitor, Madras.
To—the Chief Engineer for Irrigation.
Dated—the 17th May 1910.
No.—682.

I have the honour to acknowledge the receipt of Public Works Department Memorandum R.O.C. No. 2711/09, dated the 3rd instant, and to forward herewith, for approval, a draft lease to M.R.Ry. S. Chinnappa Servai and to request that the blanks may be filled in as far as possible.

* Printed in G.O., No. 131 I., dated 20th March 1909.

ENCLOSURE.

THIS INDENTURE made the day of 1910 Between THE RIGHT HONOURABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called "the lessor") of the one part and S. Chinnappa Servai of Dindigul in the District of Madura (hereinafter called "the lessee") of the other part WHEREAS the lessee being desirous of establishing a mill for milling rice and extracting oil from seeds has applied to the Government of Madras for a grant of the piece or parcel of land bearing Survey No. 666 delineated in the plan hereunto annexed for the purpose of erecting thereon the said mill and water channels and for a grant of the portions of Survey Nos. 667 and 671 delineated in the same plan and thereon respectively marked with the letters B and A for the purpose of constructing on the piece of land marked B a channel to convey water from the Suruliyár river to Survey No. 666 and for the purpose of constructing on the piece of land marked A a channel for conveying the water after having been used at the mill by means of an aqueduct running underneath the channel marked on the said plan as the Chattrapatti Anicut Channel and returning the same to the Suruliyár river below the Chattrapatti Anicut AND WHEREAS the lessee has further applied to the said Government of Madras for a grant of the right to take water from the said Suruliyár river for the purpose of supplying the motive power for working the said mill AND WHEREAS the said Government of Madras for and on behalf of the lessor has agreed to grant to the lessee a lease of the said several pieces or parcels of land and the right to take water for the term at the rent and upon the conditions hereinafter contained NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the rents hereinafter reserved and of the covenants by the lessee hereinafter contained He the lessor doth hereby demise and grant unto the lessee his executors administrators representatives and assigns FIRSTLY ALL THAT piece or parcel of land containing 1·5 acres and bearing Survey No. 666 in the village of Veerapandi in the Periyakulam Taluk of the District of Madura in the Registration District of and Registration Sub-district of and being more particularly delineated and described and surrounded by a red line in the plan hereunto annexed together with liberty for the lessee his executors administrators representatives or assigns to erect thereon and maintain and work a mill for milling rice and extracting oil from seeds and to excavate and construct channels not more than feet wide and feet deep measured from the existing surface of the land for the purpose of conveying water to the mill from the said piece of land marked B on the plan and of returning the said water to the said piece of land marked A SECONDLY ALL THAT piece or parcel of land containing 25 hundredths of an acre being part of Survey No. 667 in the same village and Registration District and Sub-district and being more particularly delineated and described and marked B and surrounded with a red line in the said plan together with liberty for the lessee his executors administrators representatives or assigns to excavate and construct thereon a channel not more than feet wide and feet deep measured from the existing surface of the land for the purpose of conveying water from the Suruliyár river to the said Survey No. 666 THIRDLY ALL THAT piece or parcel of land containing 25 hundredths of an acre being part of Survey No. 671 in the same village and Registration District and Sub-district and being more particularly delineated and described and marked A and surrounded by a red line in the said plan together with liberty for the lessee his executors administrators representatives and assigns to excavate and construct thereon a channel not more than feet wide and feet deep measured from the existing surface of the land for the purpose of conveying water to the said Survey No. 666 to the said Suruliyár river FOURTHLY the right to take off from the said Suruliyár river by means of the said channel to be constructed on the said piece of land marked B as much water as may be required for working a turbine or turbines at the said mill to generate electric energy for working the said mill provided that no more water shall be taken than shall leave sufficient in the opinion of the Executive Engineer of the Madura Division Public Works Department for the irrigation of lands served by the said Chattrapatti Anicut channel TO HAVE AND TO HOLD the said three several pieces or parcels of land and the said right of taking water unto the lessee his executors administrators representatives and assigns for the term of twenty years from the day of 19 YIELDING and PAYING therefor during the said term FIRST yearly and for any fraction of a year in respect of the said pieces or parcels of land the sum of Rs. 2 being at the rate of one rupee per acre of the area demised the first of such payments to be made on the day of 19 SECONDLY yearly and proportionately for any fraction of a year in respect of the six and each subsequent year of the said term a rent or sum not being less than Rs. 100 per annum as a minimum calculated at the rate of Rs. 5 per nominal horse power per annum of the turbine or turbines as specified by the manufacturers as being its or their ordinary capacity the said last mentioned rent to be paid by two annual instalments on the 1st day of April and the 1st day of October or on such other dates as the Collector of Madura for the time being shall from time to time determine AND the lessee doth hereby for himself his executors administrators representatives and assigns covenant with the lessor his successors and assigns as follows :—

1. To pay the reserved rents into the Government Treasury at on the days and in manner aforesaid.

2. To pay all existing and future taxes rates cesses and other outgoings in respect of the demised premises whether payable by landlord or tenant.

3. At his own cost and within eighteen months from the date hereof to erect upon the said premises firstly hereby demised in a substantial and workmanlike manner with the best materials of their several kinds and in accordance with plans elevations sections and specifications to be approved by the Superintending Engineer VI Circle Public Works Department a mill building and other sheds and will within the same period erect and set up therein mill machinery with a turbine or turbines for working the same capable of milling not less than 100 bags of rice or lb. per day and of extracting oil from not less than 8 bags or lb. of seeds per day and will within the same period and in like manner excavate and construct upon the premises secondly and thirdly hereby demised channels for conveying water in accordance with the liberties hereby granted with all necessary and proper masonry work piping sluices and gratings and will expend in and about the erection and purchase of the said mill buildings mill machinery turbine channels and other works not less than Rs. such expenditure if required to be verified to the satisfaction of the said Executive Engineer Madura Division by the production of proper vouchers.

4. To keep the demised premises the mill house and other buildings machinery turbine channels sluices and other works in good working order and condition.

5. Not to use the demised premises or any building or machinery thereon for any purpose or purposes other than the purpose or purposes of exercising the liberties hereby demised.

6. Not to use the water diverted under the liberty hereby granted for any purpose other than generating power for working the said mill.

7. To return the said water by the channel to be constructed on the premises thirdly hereinbefore demised to the Suruliyár river in an unpolluted state and without the addition of any chemicals or other substance which would prejudically affect its use for agricultural or drinking purposes and in the event of such water becoming foul on the demised premises will cease from using the same until the cause of the defilement has been removed and the water has ceased to be foul.

8. Not to erect or construct any kuramboo or other obstruction for the purpose of diverting water into the channel to be constructed on the premises secondly hereby demised without first obtaining the written permission of the said Executive Engineer and in the event of any kuramboo or other obstruction being erected or constructed with such permission will remove the same to the satisfaction of the said Executive Engineer or other said person immediately on being required so to do by the said Executive Engineer or any person deputed for the purpose.

9. To permit all officers of the Government of Madras with or without workmen or others at all reasonable times to enter upon the demised premises mill and other buildings to view the condition thereof and upon receipt from the said Executive Engineer of notice to repair in accordance therewith.

10. To produce whenever called upon for inspection by any authorised officer of Government all specifications of and correspondence with the manufacturers of the mill machinery and turbine or turbines and any other document which may be required for ascertaining the working capacity of the said mill and turbine or turbines.

11. Not to assign underlet or part with the possession of the demised premises or any part thereof without the consent in writing of the Government of Madras first obtained.

12. Should the premises hereby demised or any part thereof at any time during the term hereby granted be required for a public purpose to surrender the same or the part required within three calendar months after the receipt of written notice from the said Government to surrender the same and upon being paid compensation equivalent to either the cost of erecting the said mill house and other buildings and the said channels or the value thereof respectively at the date of such acquisition to be estimated by the Superintending Engineer VI Circle Public Works Department whichever shall be less.

13. In the event of the demised premises or any part thereof being resumed as provided by the last preceding covenant to remove at the lessee's own cost the mill machinery and turbine or turbines and other moveable property of the lessee on the demised premises within three calendar months from the date of the receipt of notice of resumption.

14. Within three calendar months after the expiry of the term hereby granted or of the sooner determination thereof under the proviso for re-entry hereinafter contained at the lessee's own cost remove all buildings machinery turbine or turbines on the demised premises and at the like cost to fill up the water channels to be constructed by the lessee and to restore the demised premises to their present state and condition.

Provided always and these presents are upon this express condition that if and whenever the rents hereby reserved or any part thereof shall be in arrear for thirty days or if any whenever there shall be a breach of any one or more of the covenants by the lessee hereinbefore contained the lessor his successors or assigns of the Government of Madras on his or their behalf by any officer authorised for the purpose may re-enter upon the demised premises and thereupon the said term of twenty years hereby granted shall absolutely cease and determine Provided always and it is hereby further agreed and declared that nothing herein contained shall place the lessor his successors or assigns under an obligation to provide a continuous supply of water

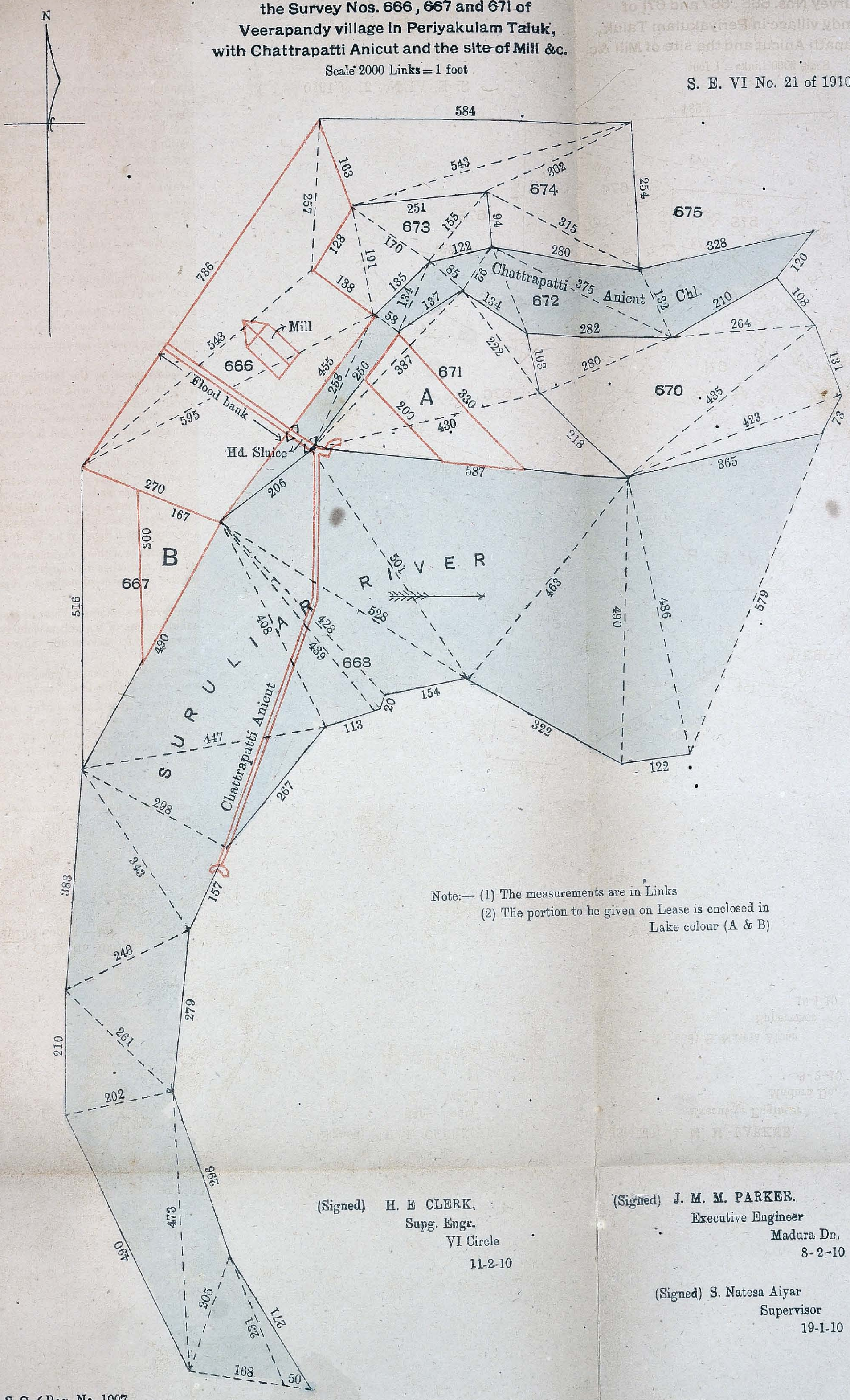
PLAN

showing

the Survey Nos. 666, 667 and 671 of Veerapandy village in Periyakulam Taluk, with Chattrapatti Anicut and the site of Mill &c.

Scale 2000 Links = 1 foot

S. E. VI No. 21 of 1910



Note:— (1) The measurements are in Links

(2) The portion to be given on Lease is enclosed in Lake colour (A & B)

15

(Signed) H. E CLERK,
Supg. Engr.
VI Circle
11-2-10

(Signed) J. M. M. PARKER.
Executive Engineer
Madura Dn.
8-2-10

(Signed) S. Natesa Aiyar
Supervisor
19-1-10

S.O. / 1910 { Reg. No. 1007
Copies —159

to the said mill and that the lessor his successors and assigns whenever in the opinion of the Superintending Engineer VI Circle Public Works Department it shall be necessary or desirable so to do shall be at liberty to stop or diminish the supply of water In witness whereof Cecil Archibald Smith Joint Secretary to the Government of Madras in the Public Works Department Irrigation Branch for and on behalf of the lessor and the lessee have hereunto set their respective hands and seals the day and year first above written.

Signed sealed and delivered by the abovenamed Cecil Archibald Smith in the presence of . . . *Joint Secretary to Govt., P.W.D., Irrigation Branch.*

Signed sealed and delivered by the abovenamed S. Chinnappa Servai in the presence of .

XIII

Memorandum to the Government Solicitor, dated 23rd May 1910, R.O.C. No. 2711.
From the ,, ,, 26th ,, ,, No. 725.

Order—No. 258 I., dated 4th August 1910.

The draft lease prepared by the Government Solicitor is approved, as amended, and is appended to these proceedings.

2. The Collector of Madura is requested to arrange to fill in the blanks left in the draft in consultation with the Superintending Engineer, VI Circle, and forward the lease written on a properly stamped paper to the Joint Secretary, Public Works Department, Irrigation Branch, for attestation by him on behalf of Government. The lease will after approval be returned to the Collector to be attested by the lessee and registered in the Chattrapatti Sub-Registrar's office.

(True Extract.)

C. A. Smith,
Joint Secy. to Govt., P.W.D.,
Irrigation Branch.

To the Chief Engineer for Irrigation.
,, Superintending Engineer, VI Circle.
,, Examiner, Public Works Accounts.
,, Board of Revenue (Revenue Settlement)
,, Collector of Madura.

Copy to the Revenue Department.

Forwarded to the

(By order.)

Deputy Registrar.

PUBLIC WORKS DEPARTMENT
(IRRIGATION BRANCH).

NOTES CONNECTED WITH G.O., No. 258 I., DATED 4TH AUGUST 1910.

[SUBJECT.—*Lease of certain lands to S. Sinnappan Servai of Dindigul in connection with the erection of rice and oil mills near the Chattrapatti anicut on the Suruliyar.*]

Reference from the Board of Revenue (Revenue Settlement), on C. No. 2601, *dated* 9*th November* 1909.

Under Secretary—

In G.O., No. 131 I., dated 20th March 1909, the Government sanctioned the assignment on lease for a period of 20 years to S. Sinnappan Servai of Dindigul of certain lands in Periyakulam taluk, Madura district, in connection with the erection by him of rice and oil mills near the Chattrapatti anicut on the Suruliyar, subject to certain conditions, and the Collector of Madura was asked to submit, in consultation with the Executive Engineer, a draft agreement for the approval of Government. A draft agreement is now forwarded by the Collector through the Board of Revenue. The draft embodies all the conditions laid down by Government in the order quoted above, and these conditions have been accepted by the lessee, except No. 4 in respect of which he wants a year and a half for the construction of the mills. The Board recommends that this concession may be allowed. The draft lease may now be forwarded to the Government Solicitor for favour of check and any remarks he may have to offer (please see the Hon'ble Mr. Hammick's note on page 10 of Notes to G.O., No. 131 I., dated 20th March 1909). A draft endorsement is submitted.

K.P.A.
15-11-09.

J. M. LACEY.
17-11-09.

H. E. CLERK.
17-11-09.

[Memorandum R.O.C. No. 2711, dated 17th November 1909.]

From the Government Solicitor, dated 23*rd November* 1909, *No.* 1123.

Under Secretary—

Please see the Government Solicitor's reply. A draft memorandum to the Superintending Engineer, VI Circle, is submitted.

K.P.A.
26-11-09.

S.S.
26-11-09.

J.M.L.
29-11-09.

C. A. SMITH.
29-11-09.

[Memorandum R.O.C. No. 2711, dated 29th November 1909.]

Reference from the Board of Revenue (Revenue Settlement), No. 283, *dated 7th February* 1910.

Under Secretary—

The point raised in the present communication may be considered on receipt of a reply from the Superintending Engineer to this office Memorandum R.O.C. No. 2711, dated 29th November 1909. The Superintending Engineer was reminded on the 1st instant.

K.P.A.
16–2–10.

S.S.
17–2–10.

Lie over till reply is received.

J.M.L.
17–2–10.

Reference from the Board of Revenue (Revenue Settlement), No. 522, *dated 8th March* 1910.

Under Secretary—

The papers may now be forwarded to the Government Solicitor for drafting a lease with reference to paragraph 3 of his letter No. 1123, dated 23rd November 1909. Draft submitted.

K.P.A.
12–3–10

S.S.
14–3–10.

Joint Secretary—

J.M.L.
17–3–10.

C.A.S.
18–3–10.

[Memorandum R.O.C. No. 2711/09, dated 17th March 1910.]

From the Government Solicitor, dated 23*rd March* 1910, *No.* 381.

Under Secretary—

The whole current file was forwarded to the Government Solicitor with R.O.C. No. 2711/09, dated 17th March 1910. It is not clear what particular papers are required. Please see draft memorandum submitted for approval.

K.P.A.
29–3–10.

S.S.
30–3–10.

Issue.

J.M.L.
1–4–10.

[Memorandum R.O.C. No. 2711/09, dated 1st April 1910.]

From the Government Solicitor, dated 6th *April* 1910, *No.* 480.

Under Secretary—

The Government Solicitor seems to refer to G.O., No. 131 I., dated 20th March 1909, a copy of which may be furnished to him. Draft submitted.

K.P.A.
9-4-10.

S.S.
9-4-10.

Issue.

J.M.L.
11-4-10.

[Memorandum R.O.C. No. 2711/09, dated 11th April 1910.]

From the Government Solicitor, dated 21*st April* 1910, *No.* 585.

Under Secretary—

The Government Solicitor asks for instructions on two points which are explained in paragraphs 3 and 4 of his letter. The draft lease has not been returned by him, but the conditions which he refers to seem to be based on clauses (7) and (8), paragraph 1 of G.O., No. 131 I., dated 20th March 1909.

2. As regards the first point (paragraph 3 of the Government Solicitor's letter), what is wanted is that the lessee should return the land to Government in the same state it was handed over to him, so that it is primarily his business to remove the buildings, etc., put up by him, and the Government need interfere only if he fails to do this. The lessee has accepted the condition as it stands and it is not apparent whether any practical difficulties are likely to be caused. It would seem to be best to examine the matter when the draft has been prepared, and the Government Solicitor may be asked to do this assuming the answer to his enquiry to be in the affirmative. A time-limit may be fixed within which the lessee should be required to discharge his obligations. Orders are requested whether this limit may be three months.

See clause (7), paragraph 1, G.O., No. 131 I., dated 20th March 1909.

3. With regard to the next point (paragraph 4 of the Government Solicitor's letter), the wording of the condition is taken from the Board's Standing Orders [S.O. 24 (12) *]. The intention seems to be that Government will take over immoveable things and pay compensation for them and leave the lessee to shift moveable things. The Government Solicitor may, it is submitted, be told that the first alternative mentioned in the last sentence of his letter correctly expresses the intention of Government.

See clause (8), paragraph 1, of G.O., No. 131 I., dated 20th March 1909.

* Board's Standing Orders, pages 63, 64.

K.P.A.
26-4-10.

A draft reply to the Government Solicitor is put up. The file need not, it is submitted, be sent to Revenue now. It may be sent when the draft lease is received from the Government Solicitor finally and orders are to issue on it.

S.S.
26-4-10.

Joint Secretary—

For approval of draft.

J.M.L.
3-5-10.

The memorandum may issue, paragraph 2 standing as drafted.

I have spoken to Mr. Cardew about this and the memorandum need not go to Revenue for acceptance.

The agreement when received from the Government Solicitor will of course go to Revenue in due course for acceptance before final disposal.

C.A.S.
6-5-10.

[Memorandum R.O.C. No. 2711, dated 3rd May 1910.]

From the Government Solicitor, dated 17*th May* 1910, *No.* 682.
" " " 26*th* " " " 725.

Under Secretary—

The draft lease prepared by the Government Solicitor is submitted for orders.

2. It has been checked with the draft submitted by the Board of Revenue and there seems to be nothing calling for remarks except that "*30* years" in the last paragraph of the draft lease seems to be a clerical error for *20* years. The name of the Secretary to Government at the end of the draft will also have to be changed. It is not clear why the Government Solicitor has put in the name of the Revenue Secretary : that of the Joint Secretary, Public Works Department, Irrigation Branch, may be substituted.

See page (7) of G.O., No. 131 I., dated 12th March 1909. It's 20 years.
J. M. LACEY.
13-6-10.

3. A draft order is submitted. It may be sent to Revenue for acceptance or remarks.

K.P.A.
10-6-10.

M.A.
10-6-10.

In G.O., No. 131 I., of 20th March 1909, the Collector of Madura was authorised to enter into an agreement with the applicant submitting the draft agreement for approval—I suppose he signs the agreement. Revenue will, I presume, let us know the correct procedure.

J.M.L.
13-6-10.

To the Revenue Department u.o.

REVENUE DEPARTMENT.

Under Secretary—

Under the Resolution of the Government of India, Home Department (Judicial), No. 991-95, dated 14th July 1909, Collectors of districts are empowered to execute on behalf of His Majesty's Secretary of State for India in Council all leases not otherwise expressly provided for. In G.O., No. 13 I., dated the 20th March 1909, it was decided to grant a lease for 20 years

G.O., No. 2043, Revenue, dated 26th July 1909.

to Sinnappa Servai of survey No. 666 containing 1 acre and 50 cents for a rice and oil mill and 25 cents of land in each of the survey Nos. 667 and 671 for the purpose of excavating channels for carrying water from the river. As the terms of the lease are approved by Government, there is, it is submitted, no objection to the Collector's signing the agreement.

2. Under the Resolution of the Government of India (Judicial), No. 3-Judicial—485-501, dated 28th March 1895, in the case of the Public Works Department subject to any limits fixed in departmental orders, leases of water for irrigation and other purposes and leases of water-power can be executed by Chief Engineers and Superintending Engineers. In the present case, as that portion of the lease which relates to the occupation of the land will have to be executed by the Collector, there seems, it is submitted, no objection to the Collector himself, as the administrative head officer in the district, signing the lease deed. In any case, it does not appear to be necessary for a Secretary to Government to sign it.

G.O., No. 856, Judicial, dated 25th April 1895.

Please see note at end.
F. NOYCE.
25-2-10.

3. In connection with the draft lease prepared by the Government Solicitor, it is submitted that it was stipulated in G.O., No. 131 I., dated 20th March 1909, that "the lessee shall pay an annual rent, the rent being limited to the assessment of "similar lands in the neighbourhood," and also that "the lessee shall, in addition, "pay all existing and future taxes, rate, etc., payable whether by a landlord or by "a tenant." The first condition evidently refers to assessment on the land and the second one to items other than land assessment. The lease specifies that for the three parcels of land aggregating 2 acres, the rent will be Rs. 2, being at the rate of 1 rupee per acre. This is based on the information furnished by the Collector and probably represents the present rate of assessment on similar lands in the neighbourhood. The resettlement in the Periyakulam taluk in the Madura district is due in 1916-17 and it is possible that the rates of assessment on the similar lands in the neighbourhood may be enhanced. It is for consideration whether the sum of Rs. 2 fixed as rent in the draft lease will be levied during the 20 years even if the rates of assessment will be enhanced in the resettlement.

Survey No. 666 is tope poramboke but 667 and 671 are assessed wastes. Please see Collector's letter at page 6 of G.O., No. 131 I., dated 20th March 1909.
P.T.S.
24-6-10.

G.O., No. 2955, Revenue, dated 22nd October 1908.

B.V.R.
22-6-10.

A As submitted above, the lease should provide for revision of the assessment at the next settlement. The words "which rate is subject to revision at the resettlement of the district" may be inserted between the words "demised" and "the" in line 55 of the draft lease prepared by the Government Solicitor.

2. Assessment for any fraction of year is the same as assessment for the whole year, and it is not correct to say that assessment is proportionate for any fraction of a year. The word "proportionately" occurring in line 56 of the final draft lease may, it is submitted, be deleted. B

F. NOYCE.
25-6-10
A. G. CARDEW.
1-7-10.

3. One of the stipulations is that the machinery should be capable of milling not less than 100 bags of rice and of extracting oil from not less than 8 bags of seeds per day. Bag does not convey any definite quantity and it would perhaps be desirable to give its weight in pounds for rice and seeds. C

The word "bag" may mean anything and should be more clearly defined, I submit.
F.N.
27-6-10.
A.G.C.
1-7-10.

No: the wording is correct, I submit. Even if an obstruction is erected *with* permission, it has to be removed if the Executive Engineer requires it.

4. "With such permission" in line 6 of paragraph 8 should perhaps be "without such permission."

F.N.
27-6-10.

F.N.
27-6-10.

D 5. The words "at the lessee's own cost" may, it is submitted, be inserted after the word "remove" in paragraph 13, line 2.

A.G.C.
1-7-10.

F.N.
27-6-10.

A.G.C.
1-7-10.

E 6. "Channels" (plural) in line 46 of the final draft lease file seems to be a clerical error for channel (singular), because there is to be only one channel taking off the river.

7. If the lease were one exclusively relating to land or to water-power, the Collector or the Superintending Engineer, as the case might be, would have been competent to sign it. But as it is, it combines both, and should therefore be signed, it is submitted, by a Secretary to Government.

P.T.S.
24-6-10.

Secretary—

As the lease relates both to land and to water-power, it should, I think, be signed by a Secretary to Government.

F. NOYCE.
27-6-10.

A. G. CARDEW.
1-7-10.

To the Public Works Department (Irrigation) u.o.

PUBLIC WORKS DEPARTMENT
(IRRIGATION BRANCH).

Under Secretary—

As pointed out at **B**, **C**, **D** and **E** in the Revenue Department note above, the necessary alterations have been made in the draft lease in pencil. With reference to the suggestion made in the Revenue Department note at **A**, it does not appear to have been approved by the Revenue Secretary and it has not therefore been carried out in the lease. The alterations are submitted for approval.

2. The draft order as now revised may now be circulated to His Excellency. It does not appear to be necessary to send the draft to Revenue for approval.

P.S.
9-7-10.

S.S.
13-7-10.

Joint Secretary—

Submitted.

J.M.L.
15-7-10.

Note for His Excellency—

The file relates to a draft lease for the erection of rice and oil mills to be worked by water power from the Chattrapatti anicut on the Suruliyar.

The draft lease has been drawn up by the Government Solicitor according to instructions from the Chief Engineer for Irrigation, the instructions having been framed in consultation with Revenue.

Draft order submitted for approval.

C.A.S.
20-7-10.

I do not quite know why we should make no charge for the use of the water for so long a period as *five* years. I accepted the Government Order of 20th March 1909 which included this condition as part of the lease, so we cannot go back on it now : but it should not form a precedent. The period of grace seems to me too long.

Draft order approved.

A. L[AWLEY].
26-7-10.

Under Secretary—

The draft order may now issue.

G.V.
26-7-10.

M.S.V.
26-7-10.

Joint Secretary—

Submitted.

J.M.L.
27-7-10.

C.A.S.
28-7-10.

[Issued as G.O., No. 258 I., dated 4th August 1910.]

2,000—29-4-09.

P.W.D. Irrigation Branch.

Subject :—

CURRENT FILE.

CHIEF ENGINEER FOR IRRIGATION
24 MAR 1910
Roc No. 2711/09

CURRENT No. 7690
PASSED ON BY
R. C. 3-8-10
U. R. C.
REF.
R. K.
D. O.

No. 318

Madras 23rd March 1910.

From,

W. O. David,

Government Solicitor,

Madras.

To,

The Chief Engineer for Irrigation,

Madras.

Sir,

I have the honor to acknowledge the receipt of Memorandum R. O. C. No.2711 of 09 dated the 17th Instant with accompanying -- correspondence and to request that the current file which accompani my letter No.1123 dated the 23rd November 1909 may be returned to m

I have the honor to be,

Sir,

Your Obedient Servant,

W. O. David

Government Solicitor.

D. P. I.
24 MAR 1910

13

PUBLIC WORKS DEPARTMENT,

IRRIGATION BRANCH.

R.O.C. No. 2711-09 of 1.4.10

DESPATCHED
4 APR 1910

Done

Memo.

With reference to the letter from the Govt. Solicitor No. 318 of 23.3.10, the E.I. has the honour to request him to be so good as to specify the particular papers required by him. The correspondence forwarded with this ~~letter~~ office memo. R.O.C. No. 2711-09 of 17.3.10, includes the current file referred to by the Govt. Solicitor.

[signature]
1.4.10
D.I.

See that a list of papers is always sent — the office is very slack on this point

[signature]

W.P.A.
29.3.10

[signature]
30-3-10

To

The Govt. Solicitor.

CHIEF ENGINEER FOR IRRIGATION, 7 APR 1910 ROC No. 2711/09

No. 480

Madras 6th April 1910.

CURRENT No. 769 PASSED ON BY R.C. 3-8-10 U.R.C REF. R.K. D.O.

From,

W. O. David,

Government Solicitor,

M a d r a s.

To,

The Chief Engineer

for Irrigation.

Sir,

1. I have the honor to acknowledge the receipt of your Memorandum R.O.C. No,2711/09 dated the ~~1st~~ 4th Instant.

2. The current file returned with my letter No.1123 dated the 23rd November 1909 appears to have included the petition to - the Executive Engineer of the Madura District dated the 27th April 1906 with accompanying sketch referred to in paragraph 2 of such letter but I do not find them with the file which accompanied your memorandum R.O.C. No.2711/09 dated the 17th Ultimo.

I have the honor to be,

Sir,

Your Obedient Servant,

W. O. David

Government Solicitor.

D.E.I.

19

PUBLIC WORKS DEPARTMENT,

IRRIGATION BRANCH.

R.O.C. No. 2711-09 d/ 11.4.10

Done

Memo.

With reference to the letter from the Govt. Solicitor No. 480 d/ 6.4.10, the E.G. has the honour to furnish him with a copy of G.O. No. 131-I d/ 20.3.09 which contains the petition to the E.E. Madura Dn. d/ 27.4.06 and the sketch referred to by him.

x Office
Send a copy of the G.O. without notes
[signature]
9.4.10

B

[signature]
11.4.10

W.P.A.
9.4.10
[signature]
9.4.10

DESPATCHED
14 APR 1910

To

The Govt. Solicitor
(with a copy of G.O. 131-I d/ 20.3.09).

37

PUBLIC WORKS DEPARTMENT,

IRRIGATION BRANCH.

R.O.C. No. 2711-09 d/ 23.5.10

Memo.

With reference to the Govt. Solicitor's letter No. 682 d/ 17.5.10, the E. I. has the honour to request him to be so good as to ~~forward with~~ return the original papers forwarded with this office Memo. R.O.C. No. 2711-09 d/ 17.3.10.

Issue.

To
The Govt. Solicitor.

DESPATCHED
24 MAY 1910

W.P.A. 23.5.10
[illegible] 23.5.10

38

Roc 2711/09

JOINT SECRETARY TO GOVERNMENT
27 MAY 1910
P.W.D. IRRIGATION BRANCH.

No. 726.

Madras 26th May 1910.

CURRENT No. 769
PASSED ON BY
R. C. 3-8-10
U. R. C.
REF.
R. K.
D. O.

From,

W. O. David,

Government Solicitor,

M a d r a s.

To,

The Chief Engineer for Irrigation,

Ootacamund.

Sir,

With reference to your Memorandum R. O. C. No. 2711/09 dated the 23rd instant I have the honor to return herewith the file of papers asked for therein.

I have the honor to be,

Sir,

Your Obedient servant,

Henry Brightwell
for W. O. David.
Government Solicitor.

PLAN
SHOWING THE SURVEY Nos 666, 667 & 671 OF VE...
PERIYAKULAM Tk WITH CHATRAPATTI ANICUT
SCALE

35.

PLAN

SHOWING THE SURVEY Nos. 666, 667 & 671 OF VEERAPANDY VILLAGE IN PERIYAKULAM Tk., WITH CHATRAPATTI ANICUT & THE SITE OF MILL &ca

SCALE 2000 links = 1 foot

SE VI · No. 21 OF 1910

NOTE:— (1) THE MEASUREMENTS ARE IN LINKS

(2) THE PORTION TO BE GIVEN ON LEASE IS ENCLOSED IN LAKE COLOUR (A & B).

Supg. Engr. 11/2/10
VI Circle

8-2-10
EXECUTIVE ENGINEER
MADURA Dn.

2.2.10

V.S
31-1-10

10/1/10

(Sd.) S. Natesa aiyar
Supervisor
19-1-10

(15)

Regn No 1007
G.O. No. 258 I dt 4-8-10
PLAN
SHOWING THE SURVEY Nos 666, 667 & 671 OF VEERAPANDY VILLAGE IN PERIYAKULAM Tk. WITH CHATRAPATTI ANICUT & THE SITE for MILL
SCALE 2000 Links = 1 foot
DE VI. No 21 of 1912
N
S
E
W
MILL
FLOOD BANK
A
B
NOTE:— (1) THE MEASUREMENTS ARE IN LINKS
(2) THE PORTION TO BE GIVEN ON LEASE IS ENCLOSED IN LAKE COLOUR (A + B).
EXECUTIVE ENGINEER MADURA Dn
(Sd) S. Natesa Aiyar Supervisor 19-1-10
Encl to Tamadura Collr's Ref B.47 dt 24-2-10
99

SUBJECT :— Draft agreement for lease of certain lands to Sinnappa Servai of Dindigul in connection with the proposed mills near the Chatrapatti -- anicut on the Suruliar, Madura Dt.

PUBLIC WORKS DEPARTMENT,

IRRIGATION BRANCH.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

READ the following

Quote with abstract G. O. No.131-I dated 20-3-1909.

Read also:-

Print From the Board of Rev. (Rev. Sett:) Ref. No.2601 dated 9-11-1910.

" Memo to the Govt: Solicitor, R.O.C. No.2711 dated 17-11-1909.

" From the--------do-----------No.1123 dated 23-11-1909.

" Memo to --------do-----------R.O.C. No.2711 dated 29-11-1909.

" From the Board of Rev. (Rev. Sett:) Ref. No.283 dated 7-2-1910.

" From - do do Ref no 522 dated 8-3-1910

" Memo to Govt: Solicitor R.O.C. No.2711 dated 17-3-1910.

Quote From the--------do-----------No.318 dated 23-3-1910.

" Memo to--------do-----------R.O.C.No.2711 dated 1-4-1910.

" From-------------do-----------No.480 dated 6-4-1910.

" Memo to---------do-----------R.O.C.No.2711 dated 11-4-1910.

12 CP

Print From-----------do-----------No.585 dated 21-4-1910.

" Memo to---------do-----------R.O.C.No.2711 dated 3-5-1910.

" From-------------do-----------No.682 dated 17-5-1910.

Quote Memo to---------do-----------R.O.C.No.2711 dated 23-5-1910.

" From-------------do-------------No.725 dated 26-5-1910.

27 CP : 28 diagram 29 CP

Print Notes

ORDER 2 5 8 - I 4-8-10

The draft lease prepared by the -- Government solicitor is approved, as amended, and is appended to these proceedings.

2. The Collector of Madura is requested to arrange to fill in the blanks left in the ~~form of the~~ draft lease in consultation -- with the Superintending Engineer VI Circle and

26.7.10

2

307

and forward the ~~draft~~ lease written on a properly stamped paper to the Joint Secretary, Public Works Department, Irrigation Branch, for attestation by him on behalf of Government. The lease will after ... be returned to the Collector to be attested by the lessee and registered in the Chatrapatti sub Registrar's office.

15-7-10

D.S.

19/7/10

13-7-10

13-7-10

To the Chief Engineer for Irrigation.
'' the Supg. Engr. VI Circle.
" the Examiner, P.W. Accounts.
" the Board of Rev: (Rev.Sett).
Copy to the Revenue Department.
the Collector of Madura

Despd 21/7/10

Ordy Press

Print notes

58

6